Received by NSD/FARA Registration Unit 08/13/2019 12:24:20 PM OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name and Address of Registrant		2. Registration No.	
Sanitas International 1629 K St. NW, Suite 300		6530	
3. Name of Foreign Principal	4. Principal Address of Foreign Principal	1	
Gainful Solutions, on behalf of the Government of South Sudan	1155 F St. NW Suite 1050 Washington, DC 20004		
5. Indicate whether your foreign principal is one of the following	ng:		
☑ Government of a foreign country ¹			
☐ Foreign political party			
☐ Foreign or domestic organization: If either, check or	ne of the following:		
☐ Partnership ☐	Committee		
☐ Corporation ☐	Voluntary group		
☐ Association ☐	Other (specify)		
☐ Individual-State nationality			
If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant			
Government of South Sudan through the Office	of the President of South Sudan		
b) Name and title of official with whom registrant deals			
Paulino Diing Madol			
7. If the foreign principal is a foreign political party, state:			
a) Principal address			
b) Name and title of official with whom registrant de	eals		
c) Principal aim			

^{1 &}quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:			
a) State the nature of the business or activity of this foreign principal.			
b) Is this foreign principal:			
Supervised by a foreign government, foreign political party, or other foreign principal	Yes □ No □		
Owned by a foreign government, foreign political party, or other foreign principal	Yes □ No □		
Directed by a foreign government, foreign political party, or other foreign principal	<u> </u>		
	Yes □ No □		
Controlled by a foreign government, foreign political party, or other foreign principal	Yes No		
Financed by a foreign government, foreign political party, or other foreign principal	Yes 🗌 No 🗎		
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes □ No □		
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page mus	t be used.)		
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign	n political party or other		
foreign principal, state who owns and controls it.			
EXECUTION			
In accordance with 20 II S.C. 8 1746 the analysis of a second and a second and a second and a second at 1 at	/alea league and the		
In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such			
contents are in their entirety true and accurate to the best of his/her knowledge and belief.			

Signature Hari 08/12/2019 **Christopher Harvin**

Sìgn

Date of Exhibit A

Name and Title

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Na	me of Registrant	2. Registration No.
San	itas International	6530
3. Na	me of Foreign Principal	
Gai	nful Solutions, on behalf of the Government of South Su	dan
	Check App	propriate Box:
4. 🗵	The agreement between the registrant and the above-name checked, attach a copy of the contract to this exhibit.	ed foreign principal is a formal written contract. If this box is
5. 🗆	foreign principal has resulted from an exchange of corres	and the foreign principal. The agreement with the above-named pondence. If this box is checked, attach a copy of all pertinent which has been adopted by reference in such correspondence.
6. 🗆	contract nor an exchange of correspondence between the	nd the foreign principal is the result of neither a formal written parties. If this box is checked, give a complete description below of anding, its duration, the fees and expenses, if any, to be received.
7. Des	scribe fully the nature and method of performance of the a	bove indicated agreement or understanding.
an Go na	nd international media relations and key stakeholder eng overnment, and attract FDI by promoting the Governmer	alf of the Government of South Sudan, senior level counsel, U.S. agement to increase the country's coordination with the U.S. at of South Sudan's efforts to form a cohesive government of evitalized Agreement on the Resolution of the Conflict in South

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.		
Sanitas International will conduct media relations and stakeholder outreach centered around the Government of South Sudan's efforts to form a cohesive and representative government of national unity, as outlined in the R-ARCSS.		
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☑ No ☐		
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.		
The Sanitas team will publicize the Government of South Sudan's achievements in fulfilling the R-ARCSS to relevant stakeholders in the international media, the U.S. Government, and the private sector. In so doing, we will seek to increase the Government of South Sudan's coordination with the U.S. Government and attract foreign direct investment as South Sudan emerges from a period of conflict into one defined by increasing democracy, rule of law, and government representation.		
EXECUTION		
In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.		

O8/12/2019 Christopher Harvin, Partner

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political

Signature

Sign

Date of Exhibit B

Name and Title

18 July 2019

Mr. Soheil Nazari-Kangarlou Managing Partner 1155 F Street NW Suite 1050 Washington DC 20004

RE: Strategic Counsel, Media Relations and Outreach

Per our recent conversations, Sanitas International Inc. (Sanitas) is honored to support Gainful Solutions in its work on behalf of the Government of South Sudan, during this pivotal time in the country's history.

Please accept this letter of agreement to work on your behalf.

Sanitas will provide Gainful Solutions, on behalf of the Government of South Sudan, with senior level counsel, U.S. and international media relations and key stakeholder engagement.

Our team will immediately focus efforts aimed at building and strengthening the democratic process in country; strengthening the working relationship between the United States and the Government of South Sudan to ensure peace, reconciliation and improve regional security; and to promote foreign direct investment and economic opportunities between U.S. audiences and the South Sudanese.

For your convenience we have provided a signed contract, attached at the end of this document. An invoice can be provided as needed. Sanitas will immediately begin work with the return of the signed contract and receipt of the initial payment.

Sanitas International is looking forward to a long and productive relationship with you, and your organization.

Sincerely,

Christopher Harvin

Sanitas International. Partner

Chigh Hani

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Stand ard Contract

Subject to the terms and conditions hereof, Gainful Solutions on behalf of the Government of South Sudan ("Gainful Solutions") has agreed to retain Sanitas International, Inc. ("Sanitas") and Sanitas has agreed to provide the services described herein.

Pursuant to our earlier discussions, please accept this letter of agreement to work on your behalf to:

- (1) Provide strategic counsel, media relations and outreach to building and strengthening the democratic process in country on behalf of the Government of South Sudan;
- (2) Provide strategic counsel, media relations and outreach to strengthen the working relationship between the United States and the Government of South Sudan to ensure peace, justice and improve regional security;
- (3) Promote foreign direct investment and economic opportunities between U.S. audiences and the South Sudanese.

Work performed by Sanitas under this agreement is for the benefit of the Government of South Sudan. Sanitas does not have the authority to bind the Government of South Sudan.

Fees: The monthly retainer for this contract will be \$62,500 (Sixty-Two Five Hundred) USD to provide strategic counsel, international media relations and outreach to key stakeholders starting 19 July 2019 and ending on 18 July 2020. Unless terminated earlier pursuant to the terms hereof, the total fees associated with this contract will be \$750,000 (Seven Hundred and Fifty Thousand Dollars) USD. This engagement between Sanitas and Gainful Solutions will begin with the payment of a fee of \$187,500 (One Hundred and Eighty-Seven Thousand Five Hundred) USD to cover the first three months of the contract and expenses will be billed separately on a monthly basis ("Initial Payment"). Work will begin when the Initial Payment is paid in full.

The remainder of the outstanding consulting fees will be paid in three equal payments of \$187,500 (One Hundred and Eighty-Seven Thousand Five Hundred) on October 19, 2019, January 19, 2020, and April 19, 2020, and invoices will be issued by Sanitas on the first of the month preceding the payment due date. Such amounts are paid in advance of services to be performed for the following quarter. A three month and six-month review of the contract will occur and Sanitas reserves the right to request additional fees based on and a material change in the scope of work during the reviews. Any change in the scope and applicable fees must be mutually agreed by the parties.

Late payments will be assessed a late fee at a rate of 5% (five percent) per three-month period.

Not in limitation of any other termination right herein, after the first three-month period of this agreement, Gainful Solutions may elect to terminate this agreement immediately and without penalty. Gainful Solutions shall have fifteen days following the end of the first three-month period to make a determination as to whether to continue the engagement of Sanitas.

Expenses will be preapproved by Gainful Solutions and billed separately on a monthly basis as described below:

 General Expenses: We will not bill Gainful for regular in-house copying, postage, faxing, handling or other regular fees.

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- Vendors: Significant outside vendor expenses such as private newswires (e.g., PRNewswire, NAPS), video recording and production, collateral material, photography and printing, large copying or significant postage, etc. will be charged at cost plus the industry standard mark-up (17.65%) to cover management and administration of such vendor services. All vendor fees and expenses must be pre-approved in writing by Gainful.
- Compliance Fees: In the process of providing services under this contract, it is understood that
 Sanitas may be required to make various Foreign Agents Registration Act (FARA) and
 lobbying disclosure filings, as appropriate and required by applicable laws. Sanitas will prepare
 such filings, including Sanitas' FARA registration for this representation, in a diligent and
 timely manner. Federal administrative fees regarding foreign agent or lobbying disclosure
 filings will be reimbursed by Gainful Solutions as an expense.
- Telephone & Network Charge: We do not bill for local telephone calls and standard technology expenses on a per-use basis. However, we do bill at cost for international call charges while overseas; but only if charges are required for travel and preapproved.
- Travel and Meals: Gainful Solutions shall cover expenses for all travel, lodging, meals and such incidental expenses agreed to between the parties to this agreement. For airline travel time longer than three hours (3) in length, Gainful Solutions will provide business class accommodations. All such fees and expenses must be pre-approved in writing by Gainful.
- Scope of Services: Gainful is free at any time to expand or reduce the scope of work by letting Sanitas know what changes are required in writing. In such cases, the fee shall be revised to reflect the new scope of work.
- Confidentiality: "Confidential Information" shall include all information disclosed by a party (disclosing party) to the other party (receiving party), whether orally or in writing, as part of this engagement; provided, however, that for purposes of this agreement Confidential Information shall not be deemed to include information which at the time of disclosure or thereafter (a) is generally available to the public (other than as a result of a disclosure by the receiving party), (b) is available to a party from a source other than the disclosing party, provided such source is not and was not bound by a confidentiality agreement, (c) has been independently developed by the receiving party, as evidenced by its written records, or (d) which at the time of disclosure, and with respect to such disclosure only, is required to be disclosed pursuant to a requirement of law.

Each party shall hold the Confidential Information of the other party in strict confidence, to use it only for the purpose of performing its obligations hereunder, and not to disclose such Confidential Information to any third party (except for a party's attorneys and other advisors with a need to review such information, subject to appropriate confidentiality restrictions), except as expressly provided herein.

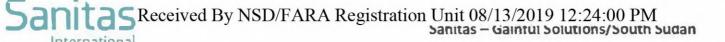
If a party is required by law to disclose any of the Confidential Information, it will promptly notify the disclosing party of such requirement prior to making the disclosure. The parties will then confer and use reasonable, good faith efforts to agree on a form and terms of disclosure reasonably acceptable to both parties in light of the circumstances under which the disclosure is required to be made, provided that if following such notice and conferring the parties are

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unable to agree on a mutually acceptable form and terms of disclosure, then the receiving party shall have no liability to the disclosing party to the extent such disclosure is required by law; provided that the disclosing party makes reasonable efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the other party's Confidential Information by the tribunal requiring disclosure.

Notwithstanding the foregoing, it is the parties intention that work performed hereunder shall be for the benefit of the Government of South Sudan and Gainful Solutions shall have the unfettered right to share any and all information provided by Sanitas with: (i) the Government of South Sudan and its employees. (ii) any other consultant or advisor to Gainful Solutions for the purpose of benefitting the Government of South Sudan, subject to commercially reasonably non-disclosure requirements, and (iii) with any consultant or advisor to the Government of South Sudan as requested by the Government of South Sudan.

Any written work product delivered by Sanitas under this Agreement shall be owned by Gainful Solutions and the Government of South Sudan, subject to the confidentiality provisions hereof.

- Restrictions: Each of the parties agrees not to, directly or indirectly, solicit for hire or hire any employees of the other party for the period of this agreement and two years after its termination. During the period of this agreement and two years following its termination, Sanitas will not solicit, directly or indirectly, on its own behalf or on behalf of any other person(s), any client of Gainful to whom Sanitas (or any of its employees) had provided services during the term of this agreement. It is recognized and acknowledged by the parties that a breach of the covenants contained in this "Restrictions" section will cause irreparable damage to the non-breaching party and its goodwill, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, each party agrees that in the event of a breach of any of the covenants contained in this "Restrictions" section, in addition to any other remedy which may be available at law or in equity, the non-breaching party shall be entitled to injunctive relief.
- Representations and Warranties. Each of the parties represents and warrants that: (i) it is a
 validly existing and in good standing under the laws of its state of incorporation/organization,
 (ii) it has all requisite corporate power and authority to carry on its business as now conducted,
 and (iii) it has full corporate power and authority to execute, deliver and perform this
 agreement.

Sanitas represents and warrants to Gainful that: (i) it shall comply with all applicable laws, rules and regulations (and any other applicable legal requirements), of all applicable countries, with respect to the performance of services hereunder, (ii) not in limitation of the foregoing, it shall comply, and remain in compliance, with the United States Foreign Agent Registration Act, (iii) it has all licenses, permits and approvals necessary to perform the services hereunder, (iv) there are no facts or circumstances, including the representation of other clients, that would be reasonably perceived as creating a conflict of interest for Sanitas with respect to the provision of services hereunder, and (v) Sanitas will not infringe the intellectual property rights or privacy rights of third parts in the performance of services hereof (excluding any instance in which Gainful has directed the actions of Sanitas, which directly results in such infringement).

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• Indemnification: Gainful agrees to indemnify and hold Sanitas and our agents and assigns harmless with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy arising out of our consultation and/or any materials or information supplied by you to us where we have acted in good faith and in accordance with your instructions; it being understood and agreed that this indemnity shall not extend to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy where we have acted contrary to your instructions or otherwise have acted with negligence.

Sanitas will indemnify, defend and hold Gainful, and its employees, agents and assigns, with respect to all losses, damages, fines, expenses (including reasonable attorneys' fees and legal expenses), liabilities, penalties, judgments, actions claims and costs, arising from or related to (i) a breach by Sanitas of any of its representations, warranties or covenants contained herein, (ii) any third party claims resulting from the negligence of Sanitas, and (iii) any violation of any law, rule or regulation (or other applicable legal requirement) of any country by Sanitas.

- Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING UNDER OR RELATED TO THIS AGREEMENT. THIS LIMITATION SHALL NOT APPLY TO DAMAGES RESULTING FROM (I) GROSS NEGLIGENCE, (II) WILLFUL MISCONDUCT, (III) VIOLATIONS OF CONFIDENTIALITY OBLIGATIONS, OR (IV) VIOLATIONS OF THE 'RESTRICTIONS' PROVISION CONTAINED HEREIN.
- Conflicts of Laws/Jurisdiction: This agreement shall be governed by and interpreted in accordance with the laws of the State of Virginia without regard to its conflicts of laws principles. Gainful Solutions and Sanitas agree that any state or federal court for or within Fairfax County, Arlington County or the City of Alexandria in the State of Virginia shall have exclusive jurisdiction over any disputes arising under or related to this agreement and Gainful Solutions and Sanitas irrevocably consent to the jurisdiction of such courts and the placement of venue therein, and waives any claim that any such action, suit or proceeding in such a court has been brought in an inconvenient forum.
- Complete Agreement: This agreement is the complete agreement of the parties and supersedes
 any previous agreements, whether written or oral, between the parties. No agreement or
 understanding, oral or written, in any way modifies the terms and conditions set forth herein,
 unless noted as an addendum to this contract, dated after this contract, and signed by a partner
 of Sanitas.
- Termination and Cancellation: Gainful may terminate this agreement for any reason (or no reason) with 30 days written notice with no further obligation, other than payment of all fees and expenses properly accrued prior to the effective date of the termination. Upon receiving a notice of termination, Sanitas shall use all commercially reasonable efforts to minimize the amount of additional costs and fees incurred. Upon termination, Sanitas will promptly return any unused portion of prepaid fees.
- Jurisdiction and Governing Law: Any action for break of this agreement, for enforcement of this agreement, or for any cause of action purported to arise out of this agreement can be

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commenced in the American Arbitration Association (AAA) in the State of Virginia. Each party agrees that the State of Virginia is the proper forum for the commencement of any legal action by any party to the agreement.

Please sign this letter and return it to the address given below. Please also scan and email an additional copy. Work will start upon our receipt of this letter. Payments may be sent by wire transfer as noted on the next page:

Please Wire Funds to:

Bank:

- · Bank Address: 1413 P Street, Washington D.C., 20005
- · Beneficiary: Sanitas International
- · Account #:
- · Routing #:
- · Swift Code:

We will provide Gainful Solutions, on behalf of the Government of South Sudan, a monthly report (in a form reasonably acceptable to Gainful) of the firm's activities on your behalf and a weekly media and digital report.

Sanitas is looking forward to a long and productive relationship with Gainful Solutions and its leadership and we are eager to start working on your behalf.

On behalf of the Sanitas Team

I have read the above letter and agree and accept the terms and the conditions set forth therein.

Signature

10 711 7410

Date:

r Harvin

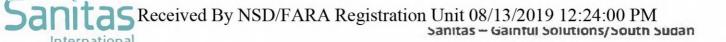
Signature

Date:

7-19-2019

Christopher Harvin Partner, Sanitas International Mr. Soheil Nazari-Kangarlou CEO Gainful Solutions

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Scope of Work (SOW)

Gainful Solutions with principal offices at 1155 F Street NW, Suite 1050, Washington, DC 20004 has agreed to hire Sanitas International, Inc. (Sanitas) with principal office at 1829 K St NW, Washington DC 20006 to provide strategic counsel, international media relations and outreach to key stakeholders aligned with the below scope of work (SOW) from 19 July 2019 through 18 July 2020.

Pursuant to discussions held on this project, Sanitas agrees to work on behalf of Gainful Solutions to:

- Provide an environmental scan within thirty days of contract agreement capturing traditional and online media sentiment and trending issues with respect to the Government of South Sudan
- Support Gainful Solutions in developing an overall strategic roadmap aligning concrete
 advancements towards full compliance with the Revitalized Agreement on the Resolution
 of the Conflict in the Republic of South Sudan (R-ARCSS) with key forcing events over
 the course of the next year. The roadmap will include traditional and social media
 engagement and key stakeholder outreach.
- Present project strategy to President Kiir and his executive team alongside the Gainful Solutions team
- Promote such advancements through strategic media relations and third-party outreach to key stakeholders in Congress, the Administration, and relevant agencies.
- Execute media and outreach strategies designed to increase foreign direct investment and increase in U.S. business interest in South Sudan.
- Provide a monthly traditional and online analysis that captures key media stories and all activities undertaken by the Sanitas team in support of Gainful Solutions
- Monitor traditional and digital media to track breaking news and reputational issues.

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